



**Tshwane University
of Technology**

We empower people

GENERAL CONDITIONS REGARDING TENDERS, PROPOSALS AND QUOTES

1. DEFINITIONS

Unless the context otherwise indicates:

- “Approved” means as approved by the representative.
- “Approval” means the approval given by the representative.
- “Cash price/s”, means the price/s of the Tender, as given by the contractor and accepted by TUT for the execution of the contract.
- “Closing date,” means the time and day on which all Tenders close in terms of the Tender advertisement.
- “General Conditions” means this document, namely “General Conditions Regarding Quotations and Tenders” of TUT.
- “Goods” means the machinery, installation, equipment, apparatus or materials to be provided / delivered in terms of the contract.
- “In writing” also means any manuscript, typed or printed record above or over the signature or seal, as the case may be.
- “Month” means a calendar month.
- “Representative” means the representative of TUT, namely the head of Procurement Services or any other TUT official mentioned in the Tender conditions or specifications, as the case may be.
- “Site” means the buildings or grounds or any other place where the goods will be stored, installed or used or services be rendered.
- “Specifications” means the specifications attached to the General Conditions.
- “Subcontractor” means the supplier who regularly supplies the contractor with materials and minor parts with regard to goods to be delivered to TUT.
- “TUT” means Tshwane University of Technology.

2. TENDERER SHOULD SATISFY HIM/HERSELF REGARDING THE CONDITIONS OF TENDER AND RELATED PARTICULARS

The Tenderer, on submission of a Tender, shall be regarded as having satisfied him/herself as to all the conditions and particulars of the Tender.

3 FULL ACCEPTANCE OF CONDITIONS

- 3.1 The Tenderer shall be regarded as having read and understood the General Conditions and by the submission of his/her signed Tender shall be assumed to have fully understood their contents.
- 3.2 Any special conditions with regard to the contract should be contained in the specifications concerning the contract should supplement the General Conditions and be annexed to them provided that such special conditions be valid only if they are contrary to the General Conditions.
- 3.3 Subject to the above sub clauses, the Tenderer may restrict one or more of the conditions, but if his/her Tender is accepted, no restriction of any condition shall be part of his/her contract with TUT, unless, on submission of his/her Tender, he/she has indicated, specifically, in writing with regard to each and every condition he/she wishes to restrict, the number of the condition and the degree to which it should be restricted.

4 TRANSFER

4.1 It is a personal contract with the contractor, and he/she may neither farm out, nor transfer or cede any part, share or interest in it to someone else, unless with the written consent of TUT on conditions approved by TUT.

4.2 This clause shall not be valid for subcontracts farmed out to suppliers who deliver materials and minor parts to the contractor in connection with goods to be delivered. TUT reserves the right to expect that the contractor should submit the names of all his/her subcontractors for the approval of TUT.

5 CONTRADICTIONS

If in the contract, any contradictions, ambiguities or lack of concurrence appear to be present in the description, measurements, quality or quantities, the contractor should, before he/she begins to execute the contract concerned or that part of it where such irregularities appear to be present, refer the matter for a decision to the representative of TUT.

6 DEVIATIONS

If the Tenderer offers goods that deviate or differ from the specifications, such deviation should be indicated and described clearly in the Tender.

7 BREACH OF CONTRACT

If it appears to TUT that the contractor is not executing the contract in accordance with its true purpose and intention, or if the delivery period has lapsed, or if the contractor is in default or has breached the contract in any other way, then TUT may order the contractor in writing to redeem the default or breach of contract within the period fixed in the written warning and, if the contractor neglects to redeem it within the said period, then TUT will be at liberty, without prejudice to any of its contractual rights, to execute the work the contractor has neglected to perform, or to take away the whole contract or a part thereof from the contractor and place an order for it with someone else. The contractor shall be liable for any loss suffered by TUT on account of steps taken by TUT in terms of this clause.

8 PAYMENT

Unless otherwise indicated in supplementary or special conditions of contract, payment shall be made as follows:

TUT shall pay for the services rendered by the contractor within thirty (30) days after the end of the month following the month in which the service was rendered, provided that:

8.1 the contractor delivers an invoice for services rendered within that period;

8.2 the said invoice will only be accepted after a duly authorised TUT representative has signed off on the satisfactory rendering of services or provision of material; and

8.3 it be reasonably possible to make payment within such period.

9 PARTICULARS TO BE FURNISHED

9.1 No tender shall be considered unless it is accompanied by sufficient information that makes it possible to judge whether the tendered services meet the specifications or not.

9.2 If the required particulars are not furnished in full, the tender may be regarded as being non-compliant with specifications.

10 STABLE TENDERS

Tenders not subject to the escalation of costs shall be preferred. Such tenders should be marked clearly with the suffix: "Fixed price".

11 SEQUESTRATION OR SURRENDERING OF ESTATE OF CONTRACTOR

If either a provisional or a final sequestration of the contractor's estate is ordered, or if application is made for such an order, or in case the contractor applies for the surrendering of

his/her estate, or enters into, makes or obtains a deed of assignment of estate, or comes to another agreement, or makes another arrangement with, or makes an assignment to the benefit of his/her creditors, or pretends to do so, or, if the contractor, being a firm, decides to liquidate the company, or if the court should order such liquidation, or if he or the firm, as the case may be, is sentenced in a competent court, or if, in the execution of a sentence, his/her movables and immovable's are seized, then TUT shall have the right to terminate the contract and, without having recourse to the law and nor remunerating the contractor, and subject to the right of TUT to sue the contractor for damage TUT has suffered on account of the aforementioned events.

12 PERIOD TENDER SHALL BE VALID

The submission of a tender to TUT shall be regarded as being an agreement between the Tenderer and TUT in terms of which the tender shall remain valid for acceptance by TUT for the period determined in the tender invitation, during which period the Tenderer may not withdraw his/her tender nor weaken or diminish the tenor of the tender.

13 FORMAL CONTRACT AND SURETYSHIP

If, and when TUT requires it, the contractor shall enter into a formal agreement and contract of suretyship, which TUT shall draw up and the contractor shall sign, and which, if necessary, shall be signed by his/her sureties within seven (7) days from the date on which the documents are declared ready for signing. The contractor shall pay all costs, expenses, stamp duty and other disbursements owed for or with regard to such documents. The surety required by TUT for this clause may, however, not exceed ten per cent (10%) of the total estimated value of the contract.

14 JURISDICTION APPLYING

The contract should be set out in all respects according to the law of the Republic of South Africa, and any possible dispute that may arise between TUT and the contractor in connection with the contract shall be resolved in the Republic of South Africa at Pretoria.

15 MATERIAL

15.1 All material obtained or supplied to complete this project **must** be new. **No used or second hand material** will be accepted.

15.2 Removal of rubble and other building material, on completion of services, is the responsibility of the Contractor and appropriate provision should be made for this.

16 CANCELLATION OF TENDER AND/OR CONTRACT

If it is found that the successful contractor -

16.1 has offered, promised or given anyone who had to do with the inviting of tenders or the allocation of a contract, any remuneration, fees, bonus, discount, or other inducement in connection with the acquisition or execution of a contract;

16.2 is not executing a contract in a satisfactory manner;

16.3 is not adhering to the provisions of the General Conditions or of any other special conditions of contract that may apply;

16.4 is acting in a fraudulent or improper manner or in bad faith toward TUT –

Then TUT may disqualify the Tenderer immediately or cancel the contract, after taking into account all the circumstances and without prejudice to any other legal remedy to his/her disposal in respect of –

- a) any loss and/or damage suffered, and
- b) any additional costs or expenses incurred in that the TUT had to invite new tenders or accept a less favourable tender, or whatever.